

Approved as to description, consideration and reservations or conditions

Signature: _____ Date: _____

QUITCLAIM DEED

THIS DEED made this _____ day of _____, 201_ between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called the Grantor, and _____, hereinafter called the Grantee.

WITNESSETH: That the Grantee purchased United States land pursuant to the provisions of the Forest Service Facility Realignment and Enhancement Act of 2005 (PL 109-54), the provisions of which have been met.

NOW THEREFORE: The Grantor, for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto the Grantee, his/her successors and assigns all its right, title, interest, and claim in and to the real property situated in Charleston County, South Carolina, to wit:

SEE ATTACHED 'EXHIBIT A'

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the **UNITED STATES** gives notice that no hazardous substances have been released or disposed of for one year or more on the Property.

GRANTOR hereby covenants and warrants that it shall take any remedial action found to be necessary subsequent to the date of this conveyance regarding any hazardous substance discovered on the property and attributable to activities of **GRANTOR**. This covenant shall not apply:

- (a) in any case in which **GRANTEES**, their heir(s), successor(s), or assign(s), are a potentially responsible party (PRP) with respect to the property; or
- (b) to the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEES** their heir(s), successor(s), assign(s), or any party in possession after the date of this conveyance that either:
 - (1) results in a release or threatened release of a hazardous substance that was not located on the property on the date of this conveyance; or
 - (2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

IN THE EVENT GRANTEES, their heir(s), successor(s), or assign(s), seek to have **GRANTOR** conduct or pay for any additional response action and, as a condition precedent to

GRANTOR incurring any additional cleanup obligations or related expenses, **GRANTEES**, their heir(s), successor(s), or assign(s), shall provide **GRANTOR** at least 45-days written notice of such a claim and provide credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by **GRANTEES**, their heir(s), successor(s), or assign(s), or any party in possession.

GRANTOR hereby reserves all rights of ingress and egress to the property in any case in which additional response action or corrective action is found to be necessary after the date of this conveyance. Any such entry shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

TO HAVE AND TO HOLD the hereinafter described real property unto the Grantee, their heirs and assigns forever, with all hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in Title 7, CFR 2.60, and 49 F.R. 34283, effective august 29, 1984, on the day and year first above-written.

UNITED STATES OF AMERICA

By: _____
JEFFREY VAIL, Director
Lands, Minerals & Uses
Southern Region, Region 8, Forest Service
United States Department of Agriculture

ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF FULTON)

I hereby certify that on this day before me, _____, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared _____, whose name as Director, Lands, Minerals & Uses, Southern Region, Region 8, Forest Service, United States Department of Agriculture, is signed the foregoing instrument and who is known to me and acknowledged before me that being informed of the contents of this conveyance that he as such officer and full authority executed the same voluntarily in the name of and on behalf of the United States of America.

GIVEN under my hand and official seal this _____ day of _____, 201__.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

‘Exhibit A’

Tract Description

One tract of 6.25 acres, more or less, located in the town of McClellanville, in Charleston County, South Carolina, being bounded on the northeast by the southeast edge of the 50 feet right of way of SC highway 179 (A.K.A. North Pinckney Road); on the southeast and southwest by Lots 9 thru 13 as shown on a plat by James R. Bagley, Jr., recorded in plat book Z116, page 229; on the west and northwest by the now or formerly Carolina Seafoods, Inc. (D.B. H156, Pg. 796), containing 6.25 acres more or less.

Tract F-12 was acquired from C. E. McClellan by deed recorded July 8, 1965 in Book H-83, Page 247 and Book Y-22, Page 177. The tract was acquired under the authority of the Dept. of Agriculture Organic Act of 1956.

Place Recording Information Here: